

EXHIBIT A

STATE OF MICHIGAN THIRD JUDICIAL CIRCUIT WAYNE COUNTY	SUMMONS AND RETURN OF SERVICE	CASE NO. 15-007596-CK
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2 Woodward Ave., Detroit MI 48226

Court Telephone No. 313-224-0250

THIS CASE IS ASSIGNED TO JUDGE David J. Allen Bar Number: 48982

Plaintiff Hicks, Shea	v	Defendant Allstate Property & Casualty Insurance Company
Plaintiff's Attorney		Defendant's Attorney

CASE FILING FEE	JURY FEE
<input checked="" type="checkbox"/> Case Filing Fee - \$150.00	<input type="checkbox"/> Jury Fee - \$85.00

ISSUED	THIS SUMMONS EXPIRES	DEPUTY COUNTY CLERK
6/10/2015	9/9/2015	File & Serve Tyler

*This summons is invalid unless served on or before its expiration date.

CATHY M. GARRETT - WAYNE COUNTY CLERK

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
 2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or take other lawful action (28 days if you were served by mail or you were served outside this state).
 3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
- X There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ___ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.
- ___ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ___ An action within the jurisdiction of the family division of circuit court involving the family or family members of the parties has been previously filed in _____ Court.

The docket number and assigned judge of the civil/domestic relations action are:

Docket No.	Judge	Bar No.
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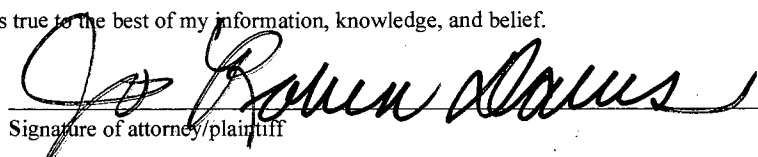
The action ☐ remains ☐ is no longer pending.

I declare that the complaint information above and attached is true to the best of my information, knowledge, and belief.

Date

6/11/2015

Signature of attorney/plaintiff



COMPLAINT IS STATED ON ATTACHED PAGES. EXHIBITS ARE ATTACHED IF REQUIRED BY COURT RULE.

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.



STATE OF MICHIGAN THIRD JUDICIAL CIRCUIT WAYNE COUNTY	RETURN OF SERVICE	CASE NO. 15-007596-CK
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TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE

<input type="checkbox"/> OFFICER CERTIFICATE I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party [MCR 2.104(A)(2)], and that: (notarization not required)	OR	<input type="checkbox"/> AFFIDAVIT OF PROCESS SERVER Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization not required)
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☐ I served personally a copy of the summons and complaint,

☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with _____

List all documents served with the Summons and Complaint

on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare that the statements above are true to the best of me information, knowledge and belief.

Service fee \$	Miles traveled \$	Mileage fee \$	Total fee \$
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Signature _____

Name (type or print) _____

Title _____

 Subscribed and sworn to before me on _____, _____ County, Michigan.
Date

 My commission expires: _____ Signature: _____
Date Deputy court clerk/Notary public

Notary public, State of Michigan, County of _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____

Attachments

 _____ on _____
 Day, date, time

_____ on behalf of _____

Signature

STATE OF MICHIGAN
IN THE WAYNE COUNTY CIRCUIT COURT

SHEA HICKS,

Plaintiff,

Case No. 15-
Hon.

CK

v

ALLSTATE PROPERTY AND
CASUALTY INSURANCE COMPANY,

Defendant.

15-007596-CK

FILED IN MY OFFICE
WAYNE COUNTY CLERK
6/10/2015 2:46:39 PM
CATHY M. GARRETT

JO ROBIN DAVIS (P31263)
JO ROBIN DAVIS, PLLC
30300 Northwestern Highway, Ste. 104
Farmington Hills, MI 48334
(248) 932-0100 ext. 254

There is no other action arising out of the same transaction or occurrence as alleged in this Complaint, pending in this Court, nor has any such action been previously filed and dismissed after having been assigned to a Judge.

/s/ Jo Robin Davis
Jo Robin Davis, Attorney for Plaintiff

COMPLAINT

NOW COMES Plaintiff SHEA HICKS, by and through her attorney, Jo Robin Davis, PLLC, and complaining against the above-named Defendant, states as follows:

COMMON ALLEGATIONS

1. At all times relevant hereto Plaintiff was a resident of the City of Detroit, County of Wayne, State of Michigan.

2. Defendant Allstate Property and Casualty Insurance Company is a foreign insurance corporation duly organized and incorporated under the laws of the State of Illinois, with its principle place of business in Northbrook, Illinois, but licensed to do business in the County of Wayne and State of Michigan.

3. The amount in controversy exceeds Twenty-Five Thousand Dollars (\$25,000.00).

4. Defendant issued to Plaintiff policy #000906616248, a copy of which is in the Defendant's possession, covering property and additional living expenses located at 1495 17th Street, Detroit, Michigan, from loss due to fire.

5. Said insurance policy covered the aforementioned property at all times relevant herein.

6. All premiums were paid and current and the above-mentioned policy was in full force and effect at all times relevant herein, including October 26, 2014.

7. On or about October 26, 2014, a fire occurred at the premises located at 1495 17th Street, Detroit, Michigan.

8. As a result of the aforesaid occurrence, the building and contents owned by Plaintiff located at 1495 17th Street, Detroit, Michigan, were severely damaged.

9. Plaintiff timely notified Defendant that she had suffered the losses above set forth.

10. Plaintiff delivered to Defendant, pursuant to the terms of the policy, proof of the amount of her loss.

11. MCLA §500.2833 provides that an insurance company must make payment or otherwise accept or deny liability on a claim within thirty (30) days of receipt of proof of the amount of loss.

12. Defendant has failed to make payment to Plaintiff.

COUNT I
BREACH OF CONTRACT

13. Plaintiff hereby realleges and incorporates by reference the allegations contained in paragraphs 1 through 12 of Plaintiff's Common Allegations as though fully set forth herein.

14. Defendant Allstate Property and Casualty Insurance Company owed Plaintiff the duty to act fairly and reasonably in investigating and paying Plaintiff claims, to act in good faith, and to timely pay Plaintiff's claims.

15. Defendant Allstate Property and Casualty Insurance Company, through its agents, representatives, employees and investigators, failed to act fairly and reasonably in investigating and paying Plaintiff's claims, failed to act in good faith, and failed to timely pay Plaintiff's claims. Defendant's wrongful and dilatory conduct includes:

- a. Failing to make payment of Plaintiff's claims within thirty (30) days of receipt of proof of the amount of loss as required by MCLA §500.2833;
- b. Failing to make full or partial payment of Plaintiff's claims when they were not reasonably in dispute;
- c. Pursuing false defenses to Plaintiff's claims in an attempt to avoid, delay, or compromise Plaintiff's claims when Defendant did not have sufficient evidence to support the defenses;
- d. Conducting an investigation for the purposes of creating potential defenses to paying Plaintiff's claims rather than to fairly and honestly determine its liability to Plaintiff;
- e. Asserting defenses to Plaintiff's claims when it knew, or reasonably should have known, that said defenses were false.
- f. Abusing its contractual relationship which put Defendant in a position of actual or apparent authority over the Plaintiff and gave Defendant the power to affect Plaintiff's interest in the insurance proceeds and Plaintiff's damaged property;

16. Said actions on the part of the Defendant constitute a breach of Plaintiff's insurance contract with Defendant.

17. As a direct and proximate result of Defendant's conduct and said breach of contract, Defendant remains indebted to Plaintiff for her insured losses and Plaintiff is entitled to recover consequential damages she has sustained that were in the contemplation of the parties from the time the contract was made or which the natural and usual consequences of a breach of a property insurance contract.

WHEREFORE, Plaintiff Shea Hicks, prays for Judgment against Defendant Allstate Property and Casualty Insurance Company for whatever amount this Honorable Court deems fair and just, including consequential damages, as well as interest, costs and actual attorney fees.

COUNT II
VIOLATION OF MICHIGAN COMPILED LAWS CHAPTER 20

18. Plaintiff hereby realleges and incorporates herein by reference paragraphs 1 through 17 of Plaintiff's Complaint as though fully set forth herein.

19. MCLA §500.2833 provides that losses shall be paid under the terms of a fire insurance policy within thirty (30) days after receipt of proof of amount of loss.

20. Defendant received proof of the amount of loss.

21. Section 2006 of the Insurance Code of 1956, as amended, same being MCLA §500.2006, provides for the addition of twelve (12%) percent interest on claims when claims are not timely paid.

22. Defendant has been dilatory in making payment.

23. As a result of the aforesaid failure of Defendant to timely pay Plaintiff's claims, Plaintiff is entitled to twelve (12%) percent interest.

WHEREFORE, Plaintiff Shea Hicks prays for Judgment against Defendant Allstate Property and Casualty Insurance Company, granting Plaintiff an additional twelve (12%) percent penalty interest against Defendant, as well as statutory interest, costs and attorney fees.

Dated: June 10, 2015

Respectfully submitted,

By: /s/ Jo Robin Davis
Jo Robin Davis, (P31263)
Attorney for Plaintiff
30300 Northwestern Highway, Suite 104
Farmington Hills, MI 48334
(248) 932-0100

EXHIBIT B

PREPARED 4/24/2015

POLICY NO.

See Policy**SWORN STATEMENT****345835771**

AMOUNT OF POLICY AT TIME OF LOSS

See Policy**IN
PROOF OF LOSS**

COMPANY CLAIM NO.

See Policy

DATE ISSUED

AGENT

See Policy**See Policy**

DATE EXPIRES

AGENCY AT

See Policy

TO THE

Allstate Insurance Company

OF

America

AT THE TIME OF LOSS, BY THE ABOVE INDICATED POLICY OF INSURANCE, YOU INSURED-

Shea Hicks of**1495 17th Detroit, MI 48216**

AGAINST LOSS BY

Fire

TO THE PROPERTY DESCRIBED ACCORDING TO THE TERMS AND CONDITIONS OF SAID

POLICY AND OF ALL FORMS, ENDORSEMENTS, TRANSFERS AND ASSIGNMENTS ATTACHED THERETO.

TIME AND

FireLOSS OCCURRED ABOUT THE HOUR OF **N/A**

ORIGIN

ON THE **26th DAY OF OCTOBER 2014**, THE CAUSE AND ORIGIN OF THE SAID LOSS WERE:**Unknown to the insured**

OCCUPANCY

THE BUILDING DESCRIBED, OR CONTAINING THE PROPERTY DESCRIBED, WAS OCCUPIED AT THE TIME OF THE LOSS AS FOLLOWS, AND FOR

NO OTHER PURPOSE WHATEVER:

Single Family Dwelling

TITLE AND

AT THE TIME OF THE LOSS, THE INTEREST OF YOUR INSURED IN THE PROPERTY DESCRIBED THEREIN WAS:

INTEREST

Owner

NO OTHER PERSON OR PERSONS HAD ANY INTEREST THEREIN OR INCUMBRANCE

THEREON, EXCEPT:

See Policy

CHANGES

SINCE THE POLICY WAS ISSUED, THERE HAS BEEN NO ASSIGNMENT THEREOF, OR CHANGE OF INTEREST, USE, OCCUPANCY, POSSESSION, LOCATION OR EXPOSURE OF THE PROPERTY DESCRIBED, EXCEPT:

N/A

TOTAL

THE TOTAL AMOUNT OF INSURANCE UPON THE PROPERTY DESCRIBED BY THIS POLICY WAS, AT THE TIME OF THE LOSS, IS

INSURANCE

See Policy

AS MORE PARTICULARLY SPECIFIED IN THE APPORTIONMENT ATTACHED, BESIDES WHICH THERE WAS NO POLICY OR OTHER CONTRACT OF INSURANCE, WRITTEN OR ORAL, VALID OR INVALID.

VALUE

THE ACTUAL CASH VALUE OF THE PROPERTY AT THE TIME OF LOSS WAS...

\$ 228,498.29

LOSS

THE WHOLE LOSS AND DAMAGE WAS.....

\$ 291,523.47

DEDUCTIBLE

THE APPLICABLE DEDUCTIBLE IS.....

absorbed

CLAIM

THE AMOUNT CLAIMED UNDER THE ABOVE NUMBERED POLICY IS

\$291,523.47STATEMENTS
OF INSURED

THE SAID LOSS DID NOT ORIGINATE BY ANY ACT, DESIGN, OR PROCUREMENT ON THE PART OF YOUR INSURED, OR THIS AFFIANT; NOTHING HAS BEEN DONE BY OR WITH THE PRIVITY OR CONSENT OF YOUR INSURED OR THIS AFFIANT, TO VIOLATE THE CONDITIONS OF THE POLICY, OR RENDER IT VOID; NO ARTICLES ARE MENTIONED HEREIN OR IN ANNEXED SCHEDULES BUT SUCH AS WERE DESTROYED OR DAMAGED AT THE TIME OF LOSS; NO PROPERTY SAVED HAS IN ANY MANNER BEEN CONCEALED, AND NO ATTEMPT TO DECEIVE THE SAID COMPANY, AS TO THE EXTENT OF SAID LOSS, HAS IN ANY MANNER BEEN MADE. ANY OTHER INFORMATION THAT MAY BE REQUIRED WILL BE FURNISHED AND CONSIDERED A PART OF THIS PROOF

THE FURNISHING OF THIS BLANK OR THE PREPARATION OF PROOFS BY A REPRESENTATIVE OF THE ABOVE INSURANCE COMPANY IS NOT A WAIVER OF ANY OF ITS RIGHTS

STATE OF

Michigan

COUNTY OF

Oakland

By:

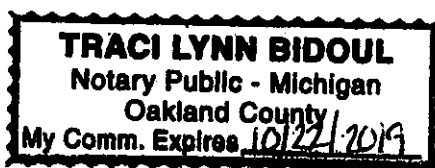
Its:

INSURED

SUBSCRIBED AND SWORN TO BEFORE ME THIS

24th**April****2015**

Shea Hicks
Traci Lynn Bidoul
 NOTARY PUBLIC



SCHEDULE "A" - POLICY FORM

Policy Form No. See Policy Dated See Policy

Item 1. See Policy on Dwelling

Item 2. See Policy on Other Structure

Item 3. See Policy on Personal Property

Item 4. See Policy on Loss of Use

Item 5. _____ on _____

Coinurance, Average, Distribution, or Deductible Clauses, if any See Policy

Loss, if any, payable to Shea Hicks and Michigan Fire Claims, Inc.,

SCHEDULE "B"

STATEMENT OF ACTUAL CASH VALUE AND LOSS AND DAMAGE

Amt Claimed	DESCRIPTION OF ITEM OF COVERAGE	ACTUAL CASH VALUE	LOSS AND DAMAGE
\$ 89,521.48	RCV PPI ** 89,521.48 Recov Dep \$22,380.37 ACV \$67,141.11	\$ 67,141.11	\$ 89,521.48
\$ 162,579.36	BLDG RCV \$162,579.36 Recov Dep \$40,644.84 ACV \$121,934.52	\$ 121,934.52	\$ 162,579.36
\$ 15,000.00	ALE TO DATE \$3000.00/month (Open and ongoing pending repairs)	\$ 15,000.00	\$ 15,000.00
\$ 4,677.95	ARS Invoice	\$ 4,677.95	\$ 4,677.95
\$ 11,593.91	FRSTeam Invoice	\$ 11,593.91	\$ 11,593.91
\$ 8,160.77	Servpro Invoice	\$ 8,160.77	\$ 8,160.77
	(**PPI may or may not include items removed and bagged by vendors)		
291,523.47		\$ 228,498.26	\$ 291,523.47

deductible

SCHEDULE "C" - APPORTIONMENT

POLICY NO.	EXPIRES	NAME OF COMPANY	ITEM NO.		ITEM NO.	
			INSURES	PAYS	INSURES	PAYS
Totals:						

Adjuster

BY SUBMITTING THIS PROOF OF LOSS, THE INSURED IS NOT ESTOPPED FROM ASSERTING ANY OF THEIR RIGHTS OR DEFENSES UNDER THE INSURANCE POLICY OR OTHERWISE AND THEY EXPRESSLY RESERVE THE RIGHT TO MAKE FURTHER CLAIM(S) ON ANY ITEM(S) WHICH THE INSURED DEEMS TO BE A RELATED LOSS OCCASIONED BY THE OCCURRENCE OF THE LOSS AND/OR TO AMEND THIS PROOF OF LOSS IF ADDITIONAL INFORMATION IS OBTAINED.

RECEIPT FOR PAYMENT

Received of _____ (insurer) of _____ Dollars (\$ _____)

In full satisfaction and indemnity for all claims and demands upon said company on account of said loss and damage and the said policy is hereby _____ (State whether Reduced, Reduced and Reinstated or Canceled by payment.)

Dated _____ The Insured

Dated _____ The Mortgagee